

Avram E. Frisch, Esq.  
The Law Office of Avram E.  
Frisch LLC  
1 University Plaza, Suite 119  
Hackensack, NJ 07601  
201-289-5352  
frischa@avifrischlaw.com  
Attorney for Defendant

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

----- x

**1735 JERSEY AVE LLC**

Docket No. 3:24-cv-06175

Plaintiff,

**ANSWER WITH JURY DEMAND**

- against -

**LUXE LIVING LLC**

Defendant.

----- x

Defendant, by and through its attorneys, The Law Office of Avram E. Frisch LLC. answering the complaint, says:

1. Admitted.
2. Defendant lacks knowledge and information sufficient to form a belief as to the truth of the allegations of Paragraph.
3. Admitted.
4. Admitted.
5. The allegation of this Paragraph are denied. Defendant is a tenant under a lease, but due to the breaches of the Plaintiff has been unable to fully occupy the leased premises.

6. Admitted.
7. The allegations of this Paragraph are denied.
8. The Defendant denies the allegations of this Paragraph. Due to the breaches of the lease by the Plaintiff, Plaintiff's fraud and other issues, the funds are not due.
9.
  - a. The allegations of this Paragraph are denied.
  - b. The allegations of this Paragraph are denied.
10. There is no allegation in this Paragraph.
11. Defendant denies the allegations of this Paragraph.

#### **AFFIRMATIVE DEFENSES**

1. All losses complained of were caused by the Landlord Plaintiff's failure to ensure that the condition of the rented premises was as promised in the Lease, along with the Plaintiff's affirmative lies and omissions to convince the Defendant to take possession of the space.
2. Failure to state a claim upon which relief can be granted.
3. The Plaintiff's claim is barred because of the doctrine of unclean hands.
4. The Plaintiff's claim is barred because of the Entire Controversy Doctrine.
5. The Plaintiff's claim is barred because any alleged loss to the Plaintiff is caused by its own negligence, or the negligence of third parties over which the Defendant has no control.
6. The Plaintiff's claim is barred because any alleged loss to the Plaintiff is caused by the fraud of the Plaintiff and/or the fraud of third parties over which the Defendant has no control.

7. The contract at issue was procedurally and substantively unconscionable and unenforceable.
8. Failure to mitigate damages.

**WHEREFORE**, Defendant demands that the Complaint be dismissed against it with prejudice.

Dated: Hackensack, New Jersey  
May 31, 2024

Respectfully submitted,

THE LAW OFFICE OF AVRAM E. FRISCH LLC

By: /s/ Avram E. Frisch Avram  
E. Frisch, Esq  
Attorneys for Defendant

**JURY DEMAND**

Defendant demands a jury for all issues so triable.

THE LAW OFFICE OF AVRAM E. FRISCH LLC

By: /s/ Avram E. Frisch Avram  
E. Frisch, Esq  
Attorneys for Defendant

**CERTIFICATION PURSUANT TO LOCAL RULE 11.2**

Pursuant to Local rule 11.2, the undersigned certifies that to the best of his knowledge, the within matter in controversy is not the subject of any other action pending in any other Court or of a pending arbitration proceeding nor is any action or arbitration contemplated nor are other parties required to be joined in this action, other than a related action commenced by the Plaintiff in this Court under Docket No. 1735 JERSEY AVE LLC v. LUXE LIVING DESIGN, LLC AND CHAIM TREITEL, 3:24-cv-06168, (D.N.J.).

Hackensack, New Jersey  
Dated: May 31, 2024

/s/ Avram E. Frisch  
AVRAM E. FRISCH, ESQ.  
Attorney for Defendant